

# FREEDOM OF INFORMATION REDACTION SHEET

## THE FLYING HIGH TRUST

### DEED OF VARIATION

#### Exemptions in full

n/a

#### Partial exemptions

Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.

Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

#### Factors for disclosure

- further to the understanding of and increase participation in the public debate of issues concerning Academies.
- to ensure transparency in the accountability of public funds

#### Factors for Withholding

- To comply with obligations under the Data Protection Act

#### Reasons why public interest favours withholding information

Whilst releasing the majority of the **FLYING HIGH TRUST** Deed of Variation Funding Agreement will further the public understanding of Academies. The whole of the **FLYING HIGH TRUST** Deed of Variation Funding Agreement cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

**FLYING HIGH TRUST**

**DEED OF VARIATION OF FUNDING AGREEMENT  
DATED**

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **FLYING HIGH TRUST**, a charitable company incorporated in England and Wales with registered company number 08076374 whose registered address is Candleby Lane, Cotgrave, Nottingham NG12 3JG (the "**Company**").

together referred to as the "**Parties**".

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 29 June 2012, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the **Cotgrave Candleby Lane School** on 29 June 2012, a copy of which is contained in Schedule 2 (the "**Existing CCLS SFA**"); and
- C. The Parties have agreed to amend and re-state the terms of the **Existing MFA** and the **Existing CCLS SFA**, on the terms set out in this Deed.
- D. The Company intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies in accordance with the **Existing Master Funding Agreement** (as defined above) and any agreement entered into between the parties which is supplemental to it.

## **LEGAL AGREEMENT**

- 1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing MFA** shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 3 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the **Amended Master Funding Agreement** does not terminate or suspend the Existing MFA but amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing CCLS SFA** shall be amended and re-stated in the form of the Amended Cotgrave Candleby Lane School supplemental funding agreement set out in Schedule 4 (the "**Amended CCLS SFA**"). For the avoidance of doubt, the **Amended CCLS SFA** does not terminate or suspend the **Existing CCLS SFA** but amends and re-states it.

## **GOVERNING LAW AND JURISDICTION**

- 4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

5. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

**COUNTERPARTS**

6. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

**EXECUTED** as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:- )  
)  
)



.....  
Duly authorised by the Secretary of State for Education

Date..... 30 October 2013

**EXECUTED** as a deed by **FLYING HIGH TRUST** acting by:

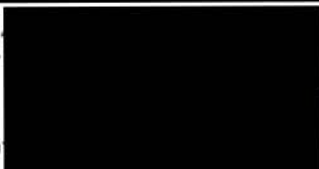


Director

Print name



Date..... 1/10

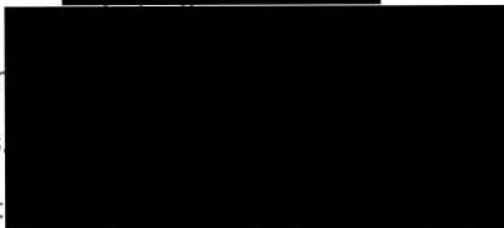


Witnessed by

Full name

Address

Occupat



**Schedule 1**

**Existing MFA**